

Westbury Condominium Association, Inc.

LAWN MAINTENANCE AND SNOW REMOVAL SERVICES CONTRACT

West Side Landscaping 18 George St. East Hartford, CT 06108

October 1, 2009 – September 30, 2012

1. WORK

For the consideration herein provided West Side Landscaping shall perform the following work related to grounds maintenance and snow removal services at Westbury Condominium Association, Inc. located in West Hartford, CT. Contract terms are October 1, 2009 to September 30, 2012.

2. Contract Price

Total contract price for snow removal and grounds maintenance is \$16,500.00 (tax included)/year.

3. Payment Schedule

The contractor will be paid by the 15th of each month beginning in October 2009 and ending in September 2012. A fuel fee of \$25.00 will be applied monthly to each invoice.

4. Workmanship

All work performed under the Agreement shall be accomplished in conformance with any and all applicable codes, regulations or requirements of the Town of West Hartford, State of Connecticut or other governmental authority. Any material shall be applied in accordance with the materials manufacturer's specifications. West Side Landscaping agrees to provide a full warranty as regards to material and workmanship and agrees to promptly return to correct any defects at no cost to Westbury.

5. Permits and Approvals

West Side Landscaping shall obtain from any governmental agency any permits, licenses or other such documents at their own expense. Copies of any permits so obtained shall be furnished to Westbury prior to commencement of work.

6. Insurance

On or before the date of execution of the Agreement, West Side Landscaping shall supply Westbury with sufficient evidence of the following insurance coverage in full force and effect for purposes of this project;

- a) Liability insurance covering West Side Landscaping on this project for any personal injury, death, sickness or disease caused by the West Side Landscaping, its agents, employees or subcontractors to the extent of at least \$1,000,000
- b) Liability insurance covering West Side Landscaping on this project for any property

damage caused by Westside Landscaping, its agents, employees or subcontractors to the extent of at least \$1,000,000.

- (c) Certificate of Workers' Compensation insurance covering all persons who will work on this project, in the event of injury arising out of the course of his or her employment.
- (d) Westbury Condominium Association, Inc. and Enhanced Management LLC are to named as additional insured on the certificate of insurance.

(7) WORK SCHEDULE/PENALTY

Westside Landscaping agrees to perform work in conjunction with the specifications attached and agrees to give a calendar for specific dates of completion to the property manager

(8) EXTRA COSTS

Westside Landscaping need not perform and Westbury need not pay for any extra work or additional work not covered in the Agreement unless and until the parties to the Agreement execute, in writing, a written change order for said extra work containing a description of the work to be performed and the payment due. The cost for bobcat and loader work is not included in this contract. This type of work may only be performed with authorization from the property manager

(9) DISTURBANCE

Westside Landscaping, its agents, employees and subcontractors shall perform the work in a manner so as to present the least possible disturbance to the residents of Westbury.

(10) ATTORNEY'S FEES

In the event of default under the terms of the Agreement by Westside Landscaping, Westside Landscaping shall pay the cost incurred, including a reasonable attorney's fee, by Westbury incurred in defending or prosecuting the rights of Westbury under the Agreement.

(11) ASSIGNMENT

Westside Landscaping shall act as an independent contractor. Neither Westside Landscaping nor Westbury will assign any rights under the contract.

(12) WAIVER

The Contractor shall indemnify the Owner against all liability or loss and against all claims or actions based upon and arising out of damage or injury (including death) to persons or property caused by or sustained in connection with the performance of the contract or by conditions created thereby, or based upon any violation of any statute, ordinance, code or regulation, and the defense of any such claims or action. The Contractor shall also indemnify Owner against all liability and loss in connection with, and shall assume full responsibility for payment of all federal, state and local taxes or contributions imposed or required under unemployment insurance, social security and income tax laws, with respect to Contractor's employees who are engaged in performance of the Agreement.

Westside Landscaping will be held harmless for any icy or dangerous conditions that are not the result of precipitation. This clause does not exclude damage to roads caused by plows or employees of Westside Landscaping.

(13) COMPLETE AGREEMENT

This document and exhibit attached hereto and made a part hereof represent the complete Agreement-

(14) ARBITRATION/MEDIATION

Any controversy or claim arising out of, or relating to this contract, or the breach thereof, can be settled by arbitration in accordance with the Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrators may be entered in any superior court having jurisdiction thereof. Any such arbitration shall be undertaken in accordance with and governed by the laws of the State of Connecticut

(15) TERMINATION

Either party has the right to terminate this contract without cause with a written thirty (30) day notice.

WESTBURY CONDOMINIUM ASSOCIATION
Westside Landscaping 89 Charles St. East Hartford

Specifications for Landscape & Snow Removal Contract

LANDSCAPING

Work to be performed as follows:

Spring Clean-up and walk-around with Property Manager, a member of the Building & Grounds as well as a member of the Board of Directors, to be completed by May 1st

- Removal of all winter debris.
- Removal of all dead plants and trimming of all dead or damaged branches.
- Raking of all lawn areas to remove winter sand.
- Sweeping of sand from sidewalks and parking areas.

Work to be completed by June 1st

- Beds to be mulched per the direction of the Board of Directors. Contractor must provide them with a price per cubic yard to supply and spread mulch before work is contracted.

Work to be completed by June 30th

- Clean garages and garage gutters of all debris. Check drains. Clear building of all branches and leaves.

Mowing

- Mowing will only be conducted weekdays between 7:00 am. and 5:00 p.m. unless otherwise approved by the property manager.
- + A push mower or weedwacker are to be used on large slopes in front of all buildings by the sidewalk.
- Grass shall only be bagged or raked when there is a surface accumulation. Mulched areas shall be mowed in such a manner that clippings shall not be exhausted onto the mulch.
- + The borders of newly mown grassed areas will be trimmed with a weed eater to not less than 3' in order to avoid scalping of the edges and to achieve a neat appearance. Mulched areas will never be mowed over, but instead will be weedwacked around.
- Sweep/blow clippings off all patios, steps, sidewalks, parking areas and drives on the day of mowing. Do not blow clippings into the beds.
- Contractor shall be responsible for restoring to its previous condition any damage to mulch areas, plantings, lawns (including when mown wet), or other property.

Edging

- All walks shall be edged three times per year— completed June 15th, August 15th and October 30th.
- All mulched beds will be edged by digging to restore their original dimensions once per year – completed during April 1st to May 31st.
- All deciduous trees will be edged by digging at a 24” radius from the trunk of the tree and all evergreen trees by digging a circle at the drip line once per year — completed during April 1st to May 1st.

Weeding

- Keep all flower and shrub beds free of weeds.
- Weed all cracks in pavement and sidewalks once per week.

Fall Clean Up — Completed by November 30th

- Rake, blow, vacuum leaves and acorns from all mulched areas, garden beds, in and around shrubs, under porches and decks, around dumpsters, lawns, walks, parking areas and drives.
- Leaves are to be picked up behind east bay garages as well as all other areas (except rock garden)
- Remove leaves and debris from all window wells and entrance to furnace room at #30 Outlook Avenue.

SNOW REMOVAL

Work to be performed as follows:

A walk-around with Property Manager, a member of the Buildings & Ground, as well as a member of the Board of Directors to be done by November 1st.

- Grounds are to be staked prior to first snow fall,
- Plowing and treatment of roads shall commence for any precipitation.
- Drives shall be plowed throughout a storm such That the accumulation is never more than 2-3”.
- Within 4 hours of the completion of a storm, all parking areas, drives and walks shall be plowed and shoveled to the curbs and all mailbox pads, dumpster pads, and fire hydrant areas shall be cleared of snow. Special attention must be paid to the front steps and walkways at 869 and a path must be made to Farmington Avenue - even if this means extra trips and extra salting.
- If piled snow or new snow accumulation exceeds the ability of bobcats and truck mounted plows to move, heavier equipment shall be used as per an hourly rate agreement of \$140, but only upon approval of the property manager or Board of Directors. *65⁰⁰ Truck + Driver BL*
- Sand and deicing materials may be used wherever ice occurs or at the request of the property manager. It is the contractor’s responsibility to inspect and treat when any icing conditions exist. Only brown sand is to be used - no “red” sand.
- Deicing material maybe used at the option of the contractor or at the request of the property manager as follows:
 - -On concrete only calcium chloride to be used.
 - -On asphalt only calcium chloride to be used.
- Buckets with calcium chloride are to be stored and monitored in the lobby of all bldgs.
- Snow shall be plowed back at all internal intersections to provide full visibility in all directions for drivers.

- Snow shall never be piled on trees or shrubs.
- The contractor shall be responsible for restoring to its original condition any and all damage to curbs, sidewalks, lawn areas and shrubbery that is caused by snow removal. Broken curbing shall be replaced with new curbing. This restoration must be completed by June 15th.

TERMS AND CONDITIONS

- The contractor must retain and agree to provide a certificate of insurance in sufficient amounts, but not less than \$1,000,000.
- The contractor must carry Worker's Compensation coverage which meets the requirements of the State of Connecticut.
- + The contractor will provide all labor, material and equipment to perform the above stated work,
- The contractor must provide a list of equipment which will be used to perform the service,
- The contractor must provide a list of references, contact person, address and phone number with the submittal of the proposal.
- Payment of the total contract price agreed upon will be made in 12 equal installments ..
- The contractor must include all applicable taxes in the total contract price.

It is the Association's strong desire to have the following items completed within the time frames specified.

- * Spring cleanup
 - Edging
 - Restoration of damaged property

The Association reserves the right to assess a penalty of \$25.00 per day for any item not completed as scheduled. It is not the Association's intention to levy penalties for financial gain but to assure contractual compliance with the deadlines.

It is further agreed that this specification will be used as an integral part of the contract agreement.

Westbury Condominium Association, Inc.
LAWN MAINTENANCE AND SNOW REMOVAL SERVICES CONTRACT
West Side Landscaping 18 George St. East Hartford, CT 06108
October 1, 2009 – September 30, 2012

Contractors Name & Address:


West Side Landscaping, LLC
18 George St.
East Hartford, CT 06108

Phone:

(860) 290-1105

The person signing this contract page certifies that they are a legally authorized agent of the company and homeowners association who is responsible for the prices and contractual obligations as stated in the contract.

Date: 9/21/09

West Side Landscaping LLC

Contractor License No.

0584821

Date: 9/21/09

Westbury Condominium Assoc.


President